

**08 C 1230**

**CLAIM No: TPT151515**

**SUBROGATION RECEIPT**

Received from: **NAVIGATORS INSURANCE COMPANY**

the sum of: Two Hundred Forty Nine Thousand ----- 90/XX (\$ 249,000.90)  
in full settlement of our claim under Policy Number .....CH06TPTAND7138 .....Issued by  
the said Company, for damage to and loss of the property described below, shipped on board the  
carrier:

NG Express and Montex Transportation

From: Naperville, Illinois To: Miami, Florida

In consideration of this payment, we hereby guarantee that we are the persons entitled to enforce the terms of the contracts of transportation set forth in the bills of lading covering the said property; and we agree that the said Company is subrogated to all of our rights of recovery on account of any and all such loss or damage from the carriers and from any other persons or corporations (including municipal or sovereign corporations) or vessels that may be liable therefor; and we agree to assist the said Company in effecting such recovery; and we hereby authorize the said Company to file suit against any such carrier, vessel, person or corporation, in our names, and we hereby appoint the officers and agents of said Company and their successors, severally, our agents and attorneys in fact, with irrevocable power to collect any and all such claims and to begin, prosecute, compromise or withdraw in our names, but at the expense of said Company, any and all legal proceedings which they may deem necessary to enforce such claim or claims and to execute in our names any documents which may be necessary to carry into effect the purpose of this agreement. We further agree to execute any documents which may be necessary to enable the said Company to proceed in accordance herewith, including any and all pleadings and releases which said Company may request us to execute; and we agree that any moneys collected from any such carrier, vessel, person or corporation, whether received in the first instance by the undersigned or by the Company, shall be the property of the said Company.

The payment of receipt for herein is accepted with the understanding that said payment shall not inure to the benefit of any carrier under the provisions of any contract or carriage or otherwise; that in making the payment the said Company does not waive any rights by subrogation or otherwise against any carrier or bailee; and that the acceptance of this receipt shall not prejudice or take away any rights or remedies which the said Company would otherwise have by virtue of such payment.

Dated at ..... JULY 9TH ..... 2007 .....

**DESCRIPTION OF PROPERTY ABOVE REFERRED TO:**

Merit Freight Systems  
Carrier: NG Express / Montex Transportation  
Bill of Lading No: IC00001692  
Dated: 03/14/07  
26 Pallets/511 Packages Electronic Equipment

**EXHIBIT**

**B**